

# **AGREEMENT**

**Between**

**THE BOROUGH OF JAMESBURG**

**-And-**

**LOCAL 210**

**SERVICE, PRODUCTION, MERCHANDISING,  
WHOLESALE, DISTRIBUTION,  
CLERICAL AND HEALTH RELATED SERVICES,  
AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES UNION,  
LOCAL 210, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
AFL-CIO, CLC**

**January 1, 2014 – December 31, 2015**

Agreement made this 11<sup>th</sup> day of December, 2013, by and between SERVICE, PRODUCTION, MERCHANDISING, WHOLESALE, DISTRIBUTION, CLERICAL AND HEALTH RELATED SERVICES, AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES UNION, LOCAL 210, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, CLC, or its successors with its principal place of business at 345 West 44<sup>th</sup> Street, New York, New York 10036 (hereinafter called the "Union")

---and---

THE BOROUGH OF JAMESBURG having its principal place of business at 131 Perrineville Road Jamesburg, New Jersey 08831 (hereinafter call the "Employer").

Witnesseth:

In consideration of the mutual covenants, provisions and conditions of this Agreement, and other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION .....	6
ARTICLE 2 - SUCCESSORS AND ASSIGNS .....	6
ARTICLE 3 - CONDITIONS OF EMPLOYMENT .....	6
ARTICLE 4 - SENIORITY .....	6
ARTICLE 5 - HOURS OF WORK .....	6
ARTICLE 6 - CALL-IN TIME .....	7
ARTICLE 7 - REST PERIOD .....	7
ARTICLE 9 - WAGES .....	8
ARTICLE 10 - ON CALL TIME .....	9
ARTICLE 11 - LONGEVITY .....	9
ARTICLE 12 - NO REDUCTION IN BENEFITS .....	9
ARTICLE 13 - WAIVER OR MODIFICATIONS .....	10
ARTICLE 14 - HOLIDAYS .....	10
ARTICLE 15 - PERSONAL DAYS .....	10
ARTICLE 16 - VACATION .....	11
ARTICLE 17 - SICK LEAVE .....	11
ARTICLE 18 - COMPENSATORY TIME .....	12
ARTICLE 19 - CLOTHING ALLOWANCE .....	12
ARTICLE 20 - CERTIFIED PUBLIC WORKS MANAGER .....	12
ARTICLE 21 - UNION DUES .....	13

ARTICLE 22 – DISCHARGE .....	13
ARTICLE 23 – AUTHORITY OF SHOP STEWARD .....	13
ARTICLE 24 – GRIEVANCE – ARBITRATION PROCEDURES .....	14
ARTICLE 25 – STRIKE CLAUSE .....	14
ARTICLE 26 – THE UNION AS THE PARTY OF INTEREST .....	14
ARTICLE 27 – ENTRY INTO THE ARMED FORCES .....	15
ARTICLE 28 – MILITARY LEAVE .....	15
ARTICLE 29 – SANITARY AND SAFETY CONDITIONS .....	16
ARTICLE 30 – BULLETIN BOARD .....	16
ARTICLE 31 – NO DISCRIMINATION .....	16
ARTICLE 32 – SHOP VISITATION .....	16
ARTICLE 33 – SAVINGS CLAUSE .....	16
ARTICLE 34 – HEALTH BENEFITS .....	17
ARTICLE 35 – LOCAL 210’S SCHOLARSHIP & EDUCATION FUND .....	17
ARTICLE 36 – LOCAL 210’S ANNUITY FUND .....	18
ARTICLE 37 – DENTAL PLAN .....	18
ARTICLE 38 – PROVISIONS APPLICABLE TO ALL FUNDS .....	18
ARTICLE 39 – FUNERAL LEAVE .....	18
ARTICLE 40 – JURY DUTY .....	19
ARTICLE 41 – POSTING OF HOUSE RULES .....	19

ARTICLE 42 - MANAGEMENT RIGHTS .....	19
HOUSE RULES.....	20
OFFENSES AND PUNISHMENTS .....	21

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining agency for the employees of the Public Works Department, as defined in the Labor Management Relations Act, as amended.

## **ARTICLE 2 – SUCCESSORS AND ASSIGNS**

This Agreement shall apply to the establishments now or hereafter owned, maintained, operated and/or controlled by the Employer, his successor and assigns.

## **ARTICLE 3 – CONDITIONS OF EMPLOYMENT**

All newly hired employees shall be deemed for the first sixty (60) days of employment, to be on a trial basis and said employees may be dismissed during said trial period at the option of the Employer, without recourse to appeal. The Employer may extend said trial period for an additional thirty (30) days.

## **ARTICLE 4 – SENIORITY**

Seniority shall be applied in cases of layoffs, rehiring and vacation. Seniority shall be determined based on length of service and ability to perform work.

## **ARTICLE 5 – HOURS OF WORK**

- a. The normal workweek of the employees covered by this Agreement shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days. All time in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of time and one-half.

Emergency situations requiring employees to work in excess of 16 hours shall be compensated at a rate of 1 ½ x hourly rate for first 16 consecutive hours and 2 x hourly rate for remainder of event. Event start and end period shall be determined by the Business Administrator and the Principal Public Works Manager. Once an employee leaves work, regardless of end of event declaration, the 16 hour period starts again when he returns to work.

In the event that any authorized Borough Official closes Borough offices, public works employees shall be paid 1 ½ x hourly rate during that period of normal working hours that the Borough offices are closed.

- b. Any employee, if required to leave the job, due to any work related injury, before his regular quitting time, shall be paid in full for that day. Work hours shall be from 7:00 a.m. to 3:00 p.m with one-half (1/2) hour paid lunch, Monday through Friday. The paid lunch period shall be taken at the DPW garage, and all employees will be on call for any emergencies that may occur.
- c. The employees covered under this Agreement shall be expected to be available to work a reasonable amount of overtime. Efforts will be made to keep overtime equal among employees. On those occasions when overtime is necessary, the Business Administrator shall determine the number of persons required as well as the amount of overtime required from each person selected to work. Bargaining unit work shall be done traditionally by union members. There shall be no sub-contracting of bargaining unit work with the exception of landscaping.
- d. If the employer finds it necessary to subcontract work, the employees covered by this Agreement shall receive first preference and shall be paid at the subcontractors' employee rate. This provision will not pertain to emergency situations as determined by the Business Administrator.
- e. Any employee not properly notified of overtime available shall not be subject to disciplinary action by the Employer.

## **ARTICLE 6 – CALL-IN TIME**

If any employee reporting for the usual day's work, is for any reason whatsoever prevented from working or laid off without having received previous notice, no later than quitting time of the previous work day by the employer, the employee shall receive his pay for four (4) hours in accordance with the employee's hourly earnings.

## **ARTICLE 7 – REST PERIOD**

All employees shall receive a paid rest period of fifteen (15) minutes in the morning from 9:30 a.m. – 9:45 a.m. and fifteen (15) minutes in the afternoon from 1:30 p.m – 1:45 p.m.

## ARTICLE 9 – WAGES

2014	2015	New Hires after 1/1/14
1.00%	1.00%	
\$ 34,066.27	\$ 34,406.93	\$33,728.00
\$ 35,071.34	\$ 35,422.05	\$34,724.00
\$ 36,106.57	\$ 36,467.64	\$35,749.00
\$ 37,172.84	\$ 37,544.57	\$36,804.00
\$ 38,271.10	\$ 38,653.81	\$37,892.00
\$ 39,496.60	\$ 39,891.56	contract %
\$ 40,761.89	\$ 41,169.51	contract %
\$ 42,068.34	\$ 42,489.02	contract %
\$ 43,417.23	\$ 43,851.41	contract %
\$ 45,024.21	\$ 45,474.46	plus \$2000
\$ 46,691.48	\$ 47,158.40	contract %
\$ 48,421.27	\$ 48,905.48	contract %
\$ 50,335.55	\$ 50,838.91	contract %
\$ 52,325.93	\$ 52,849.19	contract %
\$ 54,655.73	\$ 55,202.28	plus \$4000
\$ 57,089.86	\$ 57,660.75	
\$ 59,544.72	\$ 60,140.17	
\$ 62,105.14	\$ 62,726.19	
\$ 64,775.67	\$ 65,423.43	
\$ 67,561.02	\$ 68,236.63	
\$ 70,466.14	\$ 71,170.81	
\$ 71,875.47	\$ 72,594.22	
\$ 73,312.98	\$ 74,046.11	
\$ 74,779.24	\$ 75,527.03	
\$ 76,274.82	\$ 77,037.57	
PPWM	\$ 9,000.00	
Asst PPWM	\$ 4,000.00	
Senior Laborer	\$ 2,000.00	

## **ARTICLE 10 – ON CALL TIME**

The schedule for on-call employees shall be rotated among the existing crew of members on weekends. Employees shall be paid for four (4) hours each day they are on call. In the event that the employee is called into work while on call, he shall receive eight (8) additional hours pay for call-in.

Employees, who use their personal cell phone for Borough business, will be provided a \$30 per month stipend to be paid annually in June. The stipend does not constitute an increase in base pay, and will not be included in any percentage calculations for increases.

## **ARTICLE 11 – LONGEVITY**

Employees shall receive the following increases, to be included in their hourly rate, based upon years of service with the Borough of Jamesburg:

After 5 years	\$1,500/year
After 10 years	\$1,800/year
After 15 years	\$2,100/year
After 20 years	\$2,500/year

The above increases shall be calculated on an hourly basis and added to the hourly rate of the employee upon reaching the level indicated above. For the purposes of this provision, the employee shall receive this increase on January 1<sup>st</sup> of the year following the anniversary date.

Employees hired after January 1, 2012 are not entitled to longevity.

## **ARTICLE 12 – NO REDUCTION IN BENEFITS**

There shall be no reduction of wages through the signing of this Agreement. Any terms and conditions of employment prior to this Agreement are null and void as a result of the signing of this Agreement.

Should these benefits change during the life of the contract due to any statutory, and/or regulatory, and/or any other State mandate, the bargaining unit shall hold the Borough of Jamesburg harmless from any claims arising out of the impact of such change. The bargaining unit agrees that it will neither grieve nor otherwise file any challenge against the Borough should any State-imposed change to benefits

result in any alteration to the terms and conditions set forth in this Collective Bargaining Agreement.

## **ARTICLE 13 – WAIVER OR MODIFICATIONS**

Neither the Employer or the Employee, or group of Employees, shall have the right to waive or modify the wages schedule of the Agreement, or any provision of this Agreement, without the written authorization of the Union.

## **ARTICLE 14 – HOLIDAYS**

- a. All employees shall receive a full day's pay for holidays and shall not be required to work said holidays, except when called on an emergency by the Public Works Foreman, Mayor or Business Administrator. Paid Holidays are as follows:

New Year's Day	Martin L. King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day
Election Day		

- b. Time worked on a holiday shall be paid at the rate of double time and one-half. In lieu of double time and one-half, he may choose to receive compensatory time and one-half and compensatory time.
- c. During any week that a holiday occurs, overtime shall commence after thirty-two (32) hours of work in that week.
- d. There shall be no compulsion on any employee to work on a holiday unless an emergency arises (defined as immediate or imminent threat involving public health or safety).
- e. Any employee who is laid off seven (7) days prior to a holiday, shall be paid his wages for that holiday.

## **ARTICLE 15 – PERSONAL DAYS**

Each employee shall be entitled to three (3) personal days per year. These include one (1) emergency personal day upon immediate notice and two (2) personal days upon 2-hour notice to the Public Works Foreman and the Business Administrator via voice mail. All personal days must be used by December 31st of the current year or they will be forfeited.

## **ARTICLE 16 – VACATION**

The employees covered by this Agreement shall receive a vacation with full pay. Advance pay is available provided the employee notifies the payroll department one payroll prior to vacation.

Vacation time shall be granted as follows:

1 year	10 days
2-11 years	1 additional day per year
Maximum vacation is 23 days	

\*Any employee hired prior to July 1 shall be credited for one (1) year of services as of December 31 of the year in which he/she was hired. Any employee hired on or after July 1 shall be credited with a year service as of December 31, in the year following the year in which he is hired.

Requests for vacation shall be submitted to the Public Works Foreman and the Business Administrator for approval two (2) weeks in advance and returned to the employee within four (4) working days.

No more than one employee may be on vacation at any given time.

One week vacation may be carried into the following year.

## **ARTICLE 17 – SICK LEAVE**

Sick leave covers absence from work due to illness, accident, or exposure to contagious disease. Sick leave may be used for the illness or accident of the employee's immediate family.

Employees are entitled to twelve (12) excused absences per year for illness. Sick leave may be accumulated to a maximum of thirty-five (35) days.

Full-time employees may accrue up to 35 sick days; any unused time over 35 days will be purchased back at the rate of 50%.

Employee shall notify the Public Works Foreman when taking sick leave. Failure to notify Foreman may be cause for disciplinary action. A note from a physician may be required by the Foreman or Business Administrator, if such sick leave is believed to be an abuse of sick time.

Absence from work in excess of authorized days will be deducted from the employee's salary.

Any employee absent on sick leave for three (3) or more consecutive workdays shall be required to submit medical evidence substantiating the illness. The Borough may require an employee who has been absent because of illness to be examined by a physician approved by both the Borough and the Union as a condition of the employee's return to work, regardless of the three (3) days provision set above, if the Borough believes that the provisions of the sick leave benefit have been deliberately abused.

The Employer agrees to comply with the provisions of the Family and Medical Leave Act (FMLA) and the Americans with Disability Act (ADA).

## **ARTICLE 18 – COMPENSATORY TIME**

- a. An employee shall have the option of taking compensatory time in lieu of overtime.
- b. Such compensatory time may be taken upon two (2) weeks notice to the Business Administrator and Public Works Foreman.
- c. Approval shall not be unreasonably denied. Compensatory time shall be taken within three (3) weeks of time earned unless an extension is granted by the Business Administrator.

## **ARTICLE 19 – CLOTHING ALLOWANCE**

Uniforms shall be supplied by the Borough and replaced upon a reasonable amount of wear. Work boots and any other work gear are to be issued to all employees annually from a vendor appointed by the Borough and paid for by voucher in an amount not to exceed \$200 per pair.

## **ARTICLE 20 – CERTIFIED PUBLIC WORKS MANAGER**

The State of New Jersey requires that each municipality retain a Certified Public Works Manager. The Borough will assume the costs for the designated employee to attend the required courses and subsequent continuing education classes.

## **ARTICLE 21 - UNION DUES**

- a. Deductions shall be made for union dues and initiation fees to the Union, from the first paycheck of the employee, after the completion of the trial period and upon receipt by the Union and the Employer of the individual's authorization and bi-weekly thereafter. The written authorization shall not be irrevocable for a period of more than one year, or upon the termination date of the applicable collective agreement, whichever occurs sooner.
- b. The deductions shall be remitted to the Union not later than the tenth (10) day of the subsequent month.
- c. The Employer shall furnish the Union monthly, a record of those for whom deductions have been made and the amounts thereof.
- d. Any monies deducted from the employees are to remain the property of the Union and in no event shall the Employer be permitted to use said monies for any purpose.

## **ARTICLE 22 - DISCHARGE**

No employee shall be discharged except for good and sufficient cause. The Employer must give prompt written notice to the Union. The Union may question the discharge and submit the matter to arbitration in accordance with Article 24, if in its opinion, such discharge is not justifiable.

## **ARTICLE 23 - AUTHORITY OF SHOP STEWARD**

The Employer recognizes and will deal with the accredited Shop Steward in all matters relating to grievances only. Stewards are not officers or agents of the Union. They shall be selected by members of the selected shop. The authority of the Shop Steward shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall generate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of the Shop Steward and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Shop Stewards shall be allowed one day off each year to attend the Union's educational training program relative to the various funds and Union functions.

## **ARTICLE 24 - GRIEVANCE - ARBITRATION PROCEDURES**

All claims, disputes or grievances whatsoever of whatever kind or nature arising between the parties shall be adjusted by the Union and the Employer. If such disputes are not adjusted within five (5) days, then the matter shall be submitted to arbitration, to an arbitrator mutually agreed upon, failing which, then to the New Jersey State Public Employer Relation Commission for designation of the arbitrator. The decision of the arbitrator shall be final and binding and the appropriate proceedings or judgment in any court of competent jurisdiction may enforce any award, decision or findings of the arbitrator. The cost of such arbitration shall be borne by the losing party.

## **ARTICLE 25 - STRIKE CLAUSE**

The Union and the Employees agree to refrain from any strike, work stoppage, slowdown, concerted refusal to work overtime, or concerted sick call, and will not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the Borough's facilities during the term of this agreement. The Borough agrees that there shall be no lockouts during the term of this Agreement.

## **ARTICLE 26 - THE UNION AS THE PARTY OF INTEREST**

- a. The employees shall comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and the determination of grievances and disputes,

and that it would detract from this relationship if individual employees, or groups of employees would, either as such individuals or groups, seek to interpret or enforce the Agreement on their own initiative or responsibility.

- b. It is therefore agreed that this Agreement shall not vest or create in any employee or group of employees covered thereby, any rights or remedies which they or any of them can enforce either at law, equity or otherwise. It is being understood and agreed on the contrary, that all of the rights and privileges created or implied from this Agreement shall be enforceable only by the parties hereto and only in the manner established by this Agreement.

## **ARTICLE 27 – ENTRY INTO THE ARMED FORCES**

- a. Any employee if the Employer (including those now serving in the Armed Forces) who during the employment hereunder shall enter into the Armed Forces of the United States shall, upon the completion of his/her services therein be entitled to reinstatement on his job together with all the accrued seniority rights, wage increases, and any other benefits that may have been granted during his absence. In determining the seniority of any employee returning to his employment after discharge from the Armed Forces, he shall be credited with the time spent in such service.
- b. Such employee discharged from the Armed Forces must apply for his position within sixty (60) days after being discharged from the Armed Forces unless it is beyond his control to do so.
- c. Such employee shall receive, upon his entry into the Armed Forces two (2) weeks severance pay, if employed a minimum of five (5) years or more, and three (3) weeks severance pay, if employed ten (10) years or more and his accrued vacation pay as provided for in this Agreement. Employees shall receive pay for the day of examination for induction into the service.

## **ARTICLE 28 – MILITARY LEAVE**

Employees who belong to the National Guard or Military Reserve may receive Military Leave with pay for field training and drills as required. This can only be awarded if the employee files a request for Military Leave fourteen (14) days in advance. Any compensation from the branch of the service involved, these monies, up to the amount paid by the Employer, shall be refunded to the Employer.

## **ARTICLE 29 – SANITARY AND SAFETY CONDITIONS**

The Employer and employees shall keep the premises in a clean and sanitary condition, and protect the machinery and equipment. The Employer shall equip the premises with a medicine chest containing the necessary medicines and bandages for use in emergency cases, and carry insurance in the manner provided by the Worker's Compensation Law of the State of New Jersey. Employees shall not remove any safety devices and must wear all safety equipment provided. Employees agree to attend all safety classes provided by the Employer or its agents.

## **ARTICLE 30 – BULLETIN BOARD**

The Union shall have the right to post notices on a bulletin board which shall be provided by the Employer. Said bulletin board shall be posted in a conspicuous place.

## **ARTICLE 31 – NO DISCRIMINATION**

It is agreed that no employee or applicant for employment shall be discriminated against by the Employer or the Union because of his membership in or activities on behalf of the union or any other Union or lack thereof, or because of race, color, creed, national origin, sex, age, physical disability, sexual preference or any characteristic protected by law.

## **ARTICLE 32 – SHOP VISITATION**

Notification must be given 24 hours prior, of the intent to visit. If, in the discretion of the Business Administrator, work is being unduly disrupted, the union representative may be asked to leave the premises.

## **ARTICLE 33 – SAVINGS CLAUSE**

To the best knowledge and belief of the parties, this Agreement contains no provision which is contrary to Federal or State Law or Regulations. Should any provision of this Agreement, at any time during the period provided for in said Agreement, be in conflict with any Federal or State Law or Regulation the parties agree to negotiate with respect to such provisions, and said provisions shall continue in effect for the time being only to the extent permitted under such Federal

or State Law or Regulation. In the event that any provision of this Agreement is thus held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect. In the event of such occurrence, the parties agree to meet immediately and, if possible, negotiate further provisions for such part or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate such further provisions as hereinabove provided, the matter shall be referred to arbitration pursuant to the terms of this Agreement.

## **ARTICLE 34 - HEALTH BENEFITS**

The Borough provides employees who work for the Borough at least 35 hours per week, hospitalization, major medical and prescription drug coverage for the employee and his spouse and eligible dependents. This insurance coverage commences after the employee completes 90 days of service with the Borough. After 90 days of unpaid absence or suspension from active service with the Borough, an employee will be terminated from the Borough paid Health Benefits.

The Borough provides the opportunity for those employees who wish to waive their health benefits to buy-back coverage at the rate of 40% per year. On all new employees it shall be pro rated after their probation period of (90) days. If an employee has not previously been covered under a plan, an average of all plans shall constitute the amount calculated.

## **ARTICLE 35 - LOCAL 210'S SCHOLARSHIP & EDUCATION FUND**

- a. The Employer shall continue to pay the Local 210's Scholarship and Education Fund the sum of \$5.00 per month for each employee covered by the Agreement.
- b. The Employer shall be bound by and agrees to comply with all rules, regulations and decisions issued, made or promulgated by the Scholarship Fund. The parties confirm and approve the composition and membership of the Board of Trustees of the Scholarship Fund as now and hereafter constituted.

## **ARTICLE 36 – LOCAL 210'S ANNUITY FUND**

- a. The Employer shall contribute to the Local 210's Annuity Fund the sum of \$25.00 per week for each employee covered by this Agreement. Employees hired after 1/1/12 are not entitled to annuity.
- b. Excused absences (as listed in the House Rules) as agreed between the Union and the Employer shall be considered as time worked as it applies to the Annuity Plan.
- c. For new employees, this contribution shall commence sixty (60) days after their date of hire. The Employer will submit the contributions to the Union with a checklist no later than the tenth (10<sup>th</sup>) day of the following month.
- d. Contributions shall be made in such a manner as determined by the Trustees.

## **ARTICLE 37 – DENTAL PLAN**

The Employer shall provide for Dental Benefits through Dental Services Organization or any other plan adopted by the Borough.

## **ARTICLE 38 – PROVISIONS APPLICABLE TO ALL FUNDS**

- a. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary including but not limited to immediate arbitration and suits of law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds Trust Agreement and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditors' fees and interest.
- b. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security, as they deem necessary.

## **ARTICLE 39 – FUNERAL LEAVE**

- a. Five (5) working days of leave are granted in the event of death in the immediate family. Immediate family is defined as husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandfather,

- grandmother or sibling. This five-day period commences the day after notification of death.
- b. Two (2) working days of leave are granted in the event of the death of uncle, aunt, sister-in-law, brother-in-law, niece or nephew.
  - c. Such leave shall be in addition to vacation, sick or personal leave.
  - d. Proper notice to the Business Administrator is required prior to the exercise of this section for his/her approval.

## **ARTICLE 40 – JURY DUTY**

An employee who is called to jury duty shall be granted an excused absence with pay, less any compensation received for such duty during the required period of such duty. The employee shall notify the Public Works Foreman following the receipt of call, presenting a copy of the notice to the Business Administrator.

## **ARTICLE 41 – POSTING OF HOUSE RULES**

The Employer will post the attached “House Rules”, a copy of which is hereby provided to the Union for approval. Said “House Rules” shall be binding upon employees and Employer following Union approval, signified by the signing of this Agreement.

## **ARTICLE 42 – MANAGEMENT RIGHTS**

SECTION A. The employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with House Rules; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situation of emergency.

SECTION B. Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

SECTION C. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

## HOUSE RULES

### Disciplinary Action

Supervisory heads have a responsibility to discipline employees who do not conduct themselves in the best interest of the Borough and its citizens. The following examples of misconduct, while not exhaustive, are cause for disciplinary action:

1. Neglect of duty
2. Incompetence or inefficiency
3. Insubordination
4. Intoxication
5. Chronic or excessive absenteeism
6. Disorderly or immoral conduct
7. Falsifying documents
8. Conviction of any criminal act
9. Other serious offense

Disciplinary action may consist of verbal warning, written warnings, suspension, or termination. Suspension without pay may be for periods of one (1) day to five (5) days at the discretion of the Department Head or Business Administrator, subject to arbitration.

Disciplinary action may be initiated by the Public Works Foreman, Business Administrator, and Councilmatic Committee in charge of the employee involved or the Mayor. The chart of the next section "Offenses and Punishments" list behavior requiring disciplinary action and the suggested action to be taken by Supervisors and Department Heads. This list outlines actions for certain offenses and is not meant to be all-inclusive. Copies of all written notices must be filed with the Business Administrator. Disciplinary action notices are to remain a permanent part of the employee's file, however, an offense after twenty-four (24) months shall not be considered in a subsequent investigation into misconduct requiring disciplinary action.

In the commission of each offense, it is the Borough's policy that every day that the offense continues shall count as a separate extenuating circumstance. The employees must immediately report offenses to the Business Administrator.

Disciplinary action must be taken within ten (10) days of the act, giving rise to the complaint or within ten (10) days of the Borough's knowledge of the act.

Disciplinary action of more than five (5) days of suspension shall take place after a full Council hearing.

## **Offenses and Punishments**

1. Insubordination (refusal to obey reasonable orders, insolence, etc.):
  - a. First Offense: Official written reprimand and/or one to three-day suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second Offense: Four (4) to Five (5) days suspension or removal.
  - c. Third Offense: Removal.
2. Fighting or creating a disturbance among fellow employees resulting in an adverse effect on morale, production, or maintenance of proper discipline:
  - a. First Offense: Official written reprimand and/or one to three-day suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
  - b. Second Offense: Four (4) to five (5) days suspension.
  - c. Third Offense: Removal.
3. Sleeping on duty (where safety of personnel or property is not endangered thereby):
  - a. First Offense: Official written reprimand and/or one (1) to three (3) days suspension.
  - b. Second Offense: One (1) to three (3) days suspension
  - c. Third Offense: Removal

4. Intoxication (Drinking intoxicants or use of narcotics while on duty):

- a. First Offense: Official written reprimand and one (1) to three (3) days suspension.
- b. Second Offense: Removal.

Absence without leave (any absence from work which has not been approved leave used for a purpose other than for which it was requested and granted):

- a. First Offense: Official written reprimand and/or suspension of one (1) to three (3) days, charging absence to leave without pay, or removal if absence exceeds three (3) consecutive days.
- b. Second Offense: Four (4) to five (5) days suspension charging the absence to leave without pay or removal if absence exceeds three (3) consecutive days.
- c. Third Offense: Removal.

False Statements, misrepresentation in application blank or form. Apparent oversights and errors where satisfactorily explained may be excused. If misrepresentation was instrumental in gaining appointment, or other entitlement, a one (1) to ten (10) day suspension or removal depending on the employee's record and explanation:

- a. First Offense: One (1) to ten (10) days suspension or removal.
- b. Second Offense: Removal.

Chronic or excessive absenteeism:

- a. First Offense: Official written reprimand and one (1) to three (3) days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
- b. Second Offense: Four (4) to ten (10) days suspension or removal.
- c. Third Offense: Removal.

Disorderly or immoral conduct on the job, or endangerment of personnel or property:

- a. First Offense: Official written reprimand and one (1) to five (5) days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.

- b. Second Offense: Removal.

Notorious off duty conflict which bring disrepute or which reflect unfavorably on the Borough as an employer:

- a. First Offense: Official written reprimand and one (1) to three (3) days suspension or removal in extreme cases if offense is grossly detrimental to management's control of the work force or of the work situation.
- b. Second Offense: Four (4) to ten (10) days suspension or removal.

Theft, bribery or unauthorized use or possession of Borough property:

- a. First Offense: Official written reprimand and/or one (1) to ten (10) days suspension if offense is minor. Removal for major offense.
- b. Second Offense: Removal.

Gambling on duty:

- a. First Offense: Official written reprimand and one (1) to three (3) days suspension.
- b. Second Offense: Four (4) to ten (10) days suspension.
- c. Third Offense: Removal.

Careless or negligent failure to observe any written regulation or order prescribed by the Administration. One (1) violation of administrative regulations where safety of persons or property is not endangered thereby:

- a. First Offense: Official written reprimand and one (1) to four (4) days suspension.
- b. Second Offense: Four (4) to ten (10) days suspension.
- c. Third Offense: Removal.

Negligent or intentional damage to public property or waste of public supplies:

- a. First Offense: One (1) to five (5) days suspension or removal.
- b. Second Offense: Four (4) to ten (10) days suspension or removal.
- c. Third Offense: Removal.

Refusal to testify in a properly authorized inquiry or investigation except where such refusal is based upon the grounds of self-incrimination. Witnesses shall be assured freedom from restraint, interference, coercion, discrimination, or refusal in presenting their testimony:

- a. First Offense: One (1) to five (5) days suspension.
- b. Second Offense: Four (4) to ten (10) days suspension.
- c. Third Offense: Removal.

Discrimination because of race, color, creed, national origin, ancestry, age, marital status, sex, or political affiliation. Use of slanderous or degrading remarks or defamation of character:

- a. First Offense: Official written reprimand and one (1) to five (5) days suspension.
- b. Second Offense: Four (4) to ten (10) days suspension or removal.
- c. Third Offense: Removal.

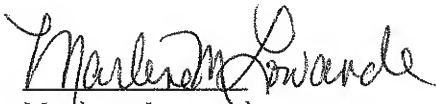
Discrimination in any aspect of employment (example: employment, appraisal, development, advancement treatment of employees or discrimination because of age, political affiliation, marital status, physical handicap or other non-merit factors):

- a. First Offense: Official written reprimand and one (1) to five (5) days suspension if minor. Removal for major offense.
- b. Second Offense: Four (4) to ten (10) days suspension or removal.
- c. Third Offense: Removal.


This Agreement shall be in full force and effect from January 1, 2014 through December 31, 2015, at which time this Agreement shall expire.

The new contract negotiated shall be retroactive to January 1, 2014. The parties agree to start negotiations for new contract sixty (60) days or more prior to the expiration of this contract.


Borough of Jamesburg

  
Marlene Lowande  
Mayor

Service, Production, Merchandising  
Wholesale, Distribution, Clerical & Health  
Related Services, Airline,  
Airport and Aerospace Employees  
Union, Local 210, International  
Brotherhood of Teamsters, AFL-CIO,  
CLC

  
Local 210 Representative

Attest:

  
Tanya Pannucci  
Acting Municipal Clerk